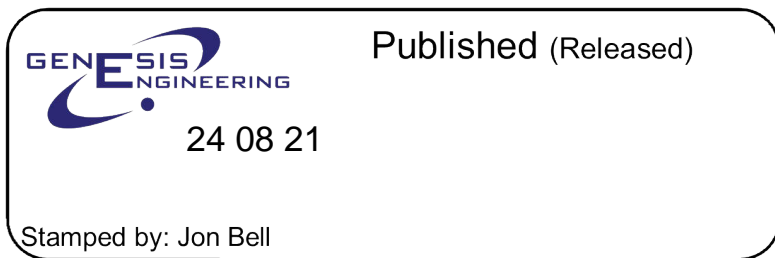


GES PURCHASE ORDER TERMS & CONDITIONS

GES-LIST-00516

Revision: -

2024-08-21



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BY PREPARING THIS DOCUMENT, AUTHORS ACCEPT RESPONSIBILITY FOR THE CONTENT HEREIN

Prepared By:

Bell, Jonathan, Document Control Specialist

Poe, Amberly, Procurement Manager

ELECTRONIC SIGNATURES RECORDED IN GENESIS CONFIGURATION MANAGEMENT SYSTEM

Approved By:

Poe, Amberly, Procurement Manager

Switzer, Tim, Director of Operations

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1.0 PURPOSE

The purpose of this Purchase Order Terms and Conditions ("PO" or "Contract") is to provide requirements, guidelines, and conditions relating to the Genesis Engineering Solutions, Inc.'s ("GES"), purchase of products, processes, services, and/or equipment from SELLER. This PO is intended to ensure quality and compliance with industry standards and regulations.

2.0 SCOPE

This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties. SELLER's acknowledgment, acceptance of payment, or commencement of performance shall constitute SELLER's unqualified acceptance of this Contract. Unless expressly accepted in writing by GES, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by GES and have no effect. The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract. Acceptance of this Contract constitutes agreement to the meet the expectations and requirements of the terms and conditions contained herein.

3.0 DEFINITIONS

The following terms shall have the meanings set forth below:

- (a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type of designation, including these Terms and Conditions, all referenced documents, exhibits and attachments.
- (b) "FAR" means the Federal Acquisition Regulation, issued as Chapter 1 of Title 48, Code of Federal Regulations.
- (c) "GES" means GENESIS ENGINEERING SOLUTIONS, INC.
- (d) "GES Procurement Representative" means a person authorized by GES's cognizant procurement organization to administer and/or execute this Contract.
- (e) "SELLER" means the party identified on the face of this Contract with whom GES is contracting.
- (f) "Work" means all required labor, articles, materials, supplies, goods, products, and services constituting the subject matter of this Contract.
- (g) "DFARS" means the Defense Federal Acquisition Regulation Supplement, as issued as Chapter 2 of Title 48 of the Code of Federal Regulations.

4.0 APPLICABLE LAWS AND CONDUCT

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions, except that any provision in this Contract that is (i) incorporated in full text or by reference from the FAR; or (ii) incorporated in full text or by reference from any agency regulation that implements or supplements the FAR or; (iii) that is substantially based on any such agency regulation or FAR provision, shall be construed and interpreted according to the federal common law of government contracts as enunciated and applied by federal judicial bodies, boards of contracts appeals, and quasi-judicial agencies of the federal Government.

(b) SELLER, in the performance of this Contract, agrees to comply with all applicable local, state, and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges, and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.

(c) If: (i) GES's contract price or fee is reduced; (ii) GES's costs are determined to be unallowable; (iii) any fines, penalties, or interest are assessed on GES; or (iv) GES incurs any other costs or damages; as a result of any violation of applicable laws, orders, rules, regulations, or ordinances by SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, GES may proceed as provided below. Upon the occurrence of any of the circumstances, other than withholdings, identified in this paragraph, GES may make a reduction of corresponding amounts (in whole or in part) in the price of this Contract or any other contract with SELLER, and/or may demand payment (in whole or in part) of the corresponding amounts. SELLER shall promptly pay amounts so demanded. In the case of withholding(s), GES may withhold the same amount from SELLER under this Contract.

(d) SELLER shall be responsible for compliance with all requirements and obligations relating to its employees under all local, state, and federal statutes, ordinances, rules, and obligations including, but not limited to, employer's obligations under laws relating to: income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime; minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

(e) GES is committed to conducting business with the highest standards of ethics. All who do business with GES are expected to operate with the same manner of high standards of ethics.

(f) SELLER's delivery of Work constitutes its certification of compliance with all applicable laws, regulations, orders, rules, governing bodies, and/or industry standards. Upon request of GES and/or other authority, SELLER will provide GES and/or other authority

with any and all information necessary to comply with the same laws, regulations, orders, rules, governing bodies, and/or industry standards.

(g) The Work to be delivered hereunder shall consist of new materials, as defined in FAR 52.211- 5, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

(h) SELLER shall comply with ISO, AS9100, ISO 17025, AS9120, or other applicable standard and shall be responsible for maintaining and documenting certification and the costs related to the same. SELLER is responsible for developing its own quality management system to comply with any such requirements. GES reserves the right to review and approve SELLER's quality management system.

5.0 INSPECTION, REJECTION, ACCEPTANCE, AND APPROVAL

(a) GES and its customer may inspect all Work at reasonable times and places. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge. No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. GES's final approval and inspection and acceptance shall be at its destination. If SELLER delivers non-conforming Work, GES may, in addition to any other remedies available at law or at equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work.

(b) GES reserves the right to approve or reject and receive full credit for any articles or materials that show defects in material, workmanship, or quality, or do not conform to the specifications, or drawings or the sample approved by GES. Upon receipt of written instructions from GES, SELLER will immediately replace all rejected articles and materials, including without limitation, damaged materials due to unsatisfactory packing by SELLER. Rejected articles will not be resubmitted for acceptance without concurrent notice of their prior rejection. SELLER may advise GES of any preferred routing for return of rejected material and whether or not the shipment should be insured or declared for full value. In the absence of such instructions from SELLER regarding returns, GES reserves the right to set valuation or insure (whichever is applicable) for the benefit and at the expense of SELLER.

(c) GES reserves the right to approve or reject and return to SELLER articles or materials received in their original packaging, and in that event, GES shall receive full refund or credit therefore, at GES's option, provided, however, that GES shall be responsible for return shipping costs. If SELLER refuses the return of any such articles or materials, GES may, in addition to a full refund or credit, retain the same.

(d) GES reserves the right to approve or reject and return to SELLER articles or materials that are not timely delivered in accordance with the delivery schedule or delivery date

set forth in this Contract. In that event, GES shall receive a full refund or credit therefore, at GES's option, and return shipping costs shall be at SELLER's expense. If SELLER refuses the return of any later such articles, GES may, in addition to a full refund or credit, retain the same.

6.0 CHANGES

(a) The GES Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) description of services; (ii) drawings, designs, or specifications; (iii) method of shipping or packing; (iv) place of inspection, acceptance, or point of delivery; (v) time of

performance; and (vi) place of performance. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, GES shall make an equitable adjustment in this Contract price and/or delivery schedule and modify this Contract accordingly. Changes to the time of performance will be subject to a price adjustment only. SELLER must request any equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from GES. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, GES shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

(b) SELLER agrees to notify GES of all changes in products, services, suppliers, or process affecting form, fit, or function and where otherwise required obtain approval prior to delivery. SELLER agrees to notify GES of changes in SELLER'S business such as changes in ownership, company name, location, and any activity that may impact the quality or delivery product.

(c) SELLER approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, Nadcap etc.) must provide current documentation of these services and shall notify GES of any certification changes including but not limited to process, scope, revision, and audit failures that may affect current and prior orders.

7.0 ASSIGNMENT AND SUBCONTRACTING

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by GES. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if GES is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or

recoupment for any present or future claims of GES against SELLER. GES shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

SELLER shall not subcontract any portion of the work under this Contract without the prior written approval of GES's Procurement Representative and any such attempted subcontract shall be void. In the event such written approval is provided, SELLER shall remain responsible for subcontractor's performance in accordance with this Contract.

8.0 FLOW DOWN PROVISIONS

This Contract incorporates all FAR and DFARS and other clauses of the prime contract that are required to be flowed down to this Contract, or which otherwise relate to SELLER's performance under this Contract. The clauses incorporated herein shall, to the greatest extent possible, be deemed to be cumulative to the terms, conditions and requirements of these Terms and Conditions. In the case of an irreconcilable conflict between this Contract and any clause from the prime contract incorporated herein, the provisions of this Contract shall control, except for those mandatory clauses of the prime contract required by law to be flowed down to this Contract.

The additional clauses from the prime contract incorporated herein include, without limitation, those clauses identified in an attachment to this Contract. The prime contract clauses incorporated herein are subject to revision by GES. SELLER shall comply with all such clauses with the same force and effect as if they were given in full text herein. The full text of any clauses identified by reference will be made available upon request.

For purposes of applying the flow down clauses to this Agreement, the following rules of construction shall apply. Only where it is clear that the terms "Government" or "Contracting Officer" in a prime contract clause refer to specific U.S. Government interests or powers that are distinct from those of GES will those terms be maintained intact in the flowed down clause. In all other cases, the term "Government" shall be changed to "GES"; the term "Contracting Officer" shall be changed to "GES's Procurement Representative"; and the term "Contractor" shall be changed to "SELLER." Similarly, what is consistently called an "Order" in the clauses incorporated by reference shall mean this Contract. Where the word "subcontract" appears in a prime contract clause in a generic sense, that term shall be retained in the flow down clause.

SELLER agrees to execute any representations and/or certifications required by the prime contract, provided such representations and/or certifications are applicable to SELLER's performance hereunder and/or the Customer requests that SELLER execute and submit the same.

9.0 EXPORT CONTROL

SELLER agrees to comply with all applicable U.S. export control laws and regulations, specifically including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception. SELLER agrees to notify GES if any deliverable under this Contract is restricted by export control laws or regulations. SELLER shall immediately notify the GES Procurement Representative if SELLER is, or becomes, listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency. Where SELLER is a signatory under a GES export license or export agreement, SELLER shall provide prompt notification to the GES Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. Government investigation, that could affect SELLER's performance under this Contract. SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

10.0 COMMUNICATION WITH CUSTOMER

GES shall be solely responsible for all communication, liaison and coordination with the GES customer, as it affects the applicable prime contract, this Contract, and any related contract. To the greatest extent permitted by law, SELLER shall not communicate with GES's customer regarding this Contract, the prime contract or any related contract, without the prior written approval of GES in each instance.

11.0 CONTRACT DIRECTION

Only the GES Procurement Representative has authority on behalf of GES to make changes to this Contract. All amendments must be identified as such in writing and executed by the parties. GES engineering and technical personnel may from time-to-time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall

not be the basis for equitable adjustment. Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the GES Procurement Representative.

12.0 COUNTERFEIT WORK

(a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable.

(b) SELLER shall not deliver Counterfeit Work to GES under this Contract.

(c) SELLER shall only purchase products to be delivered or incorporated as Work to GES directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by GES.

(d) SELLER shall immediately notify GES with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by GES, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

(e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.

(f) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this

Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation GES's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies GES may have at law, equity or under other provisions of this Contract.

(g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to GES.

13.0 DEFAULT

(a) GES, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; (v) becomes insolvent or suffers a material adverse change in financial condition; or (vi) discovers or receives nonconforming Work. SELLER shall have ten (10) days (or such longer period as GES may authorize in writing) to cure any such failure after receipt of notice from GES. Default involving late or untimely delivery, schedule delay, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.

(b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. GES may require SELLER to deliver to GES any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. GES and SELLER shall agree on the amount of payment for these other deliverables.

(c) In the event of a cancellation or termination under this Contract, SELLER shall be liable to GES for cover costs, in addition to GES's other rights and remedies at law or in equity.

(d) Upon the occurrence and during the continuation of a default, GES may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.

(e) SELLER shall continue all Work not terminated or cancelled.

14.0 DISPUTES

All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity in the applicable federal or state courts within the State of Maryland. Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by GES. In connection with any legal proceedings arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the other party.

Any SELLER dispute with GES's Government Customer may be submitted to the Government Customer at the sole discretion of GES and in that event, SELLER shall be bound by resolution of the claim by the Government Customer.

15.0 ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

16.0 EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

17.0 FURNISHED PROPERTY

GES may provide to SELLER property owned by either GES or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract. Title to Furnished Property shall remain in GES or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify GES of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice. At GES's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by GES. The Government Property Clause contained in this Contract shall apply in lieu of the foregoing with respect to Government-furnished property, or property to which the Government may take title under this Contract.

18.0 GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a GES supplier. By accepting this Contract, SELLER certifies and represents that it has not made or solicited and will not make or solicit kickbacks in violation of FAR 52.203-7 or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference, except that paragraph (c)(1) of FAR 52.203-7 shall not apply.

19.0 INDEPENDENT CONTRACTOR RELATIONSHIP

SELLER's relationship to GES shall be that of an independent contractor and this Contract does not create an agency, partnership, or joint venture relationship between GES and SELLER or GES and SELLER personnel. Personnel supplied by SELLER hereunder

shall be deemed employees of SELLER and shall not for any purposes be considered employees or agents of GES. SELLER assumes full responsibility for the actions and supervision of such personnel while performing

services under this Contract. GES assumes no liability for SELLER personnel. Nothing contained in this Contract shall be construed as granting to SELLER or any personnel of SELLER rights under any GES benefit plan.

Prior to entry onto GES premises, SELLER shall coordinate with GES to gain access to facilities. SELLER personnel: (i) will not remove GES or Customer assets from GES's or Customer's premises without GES authorization; (ii) will use GES or Customer assets only for purposes of this Contract; (iii) will only connect with, interact with or use computer resources, networks, programs, tools or routines that GES agrees are needed to provide services; and (iv) will not share or disclose user identifiers, passwords, cipher keys or computer dial port telephone numbers. GES may periodically audit SELLER's data residing on GES's or Customer's information assets.

SELLER shall indemnify and hold harmless GES from and against any actual or alleged liability, loss, costs, damages, fees of attorneys, and other expenses which GES may sustain or incur in consequence of (i) SELLER's failure to pay any employee for the Work rendered under this Contract, or (ii) any claims made by SELLER's personnel against GES.

20.0 RECORDS

SELLER shall maintain complete and accurate records in accordance with generally accepted accounting principles to substantiate SELLER's charges hereunder. Such records shall include, but not be limited to, applicable time sheets, job cards, phone bills, travel receipts and job summaries. GES shall have access to such records, and any other records SELLER is required to maintain under this Contract, for the purpose of audit during normal business hours, upon reasonable notice for so long as such records are required to be retained.

SELLER shall be responsible for keeping, documenting, and maintaining material certificates, certificates of conformity, and/or other documentation from its own suppliers and/or sellers. SELLER agrees to maintain records of traceability from the original manufacturer.

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for three (3) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US Government and/or GES upon request.

21.0 INFORMATION OF GES

(a) SELLER shall not reproduce or disclose any information, knowledge, or data of GES that SELLER may receive from GES or have access to, including proprietary or confidential information of GES or of others when in possession of GES (hereinafter GES INFORMATION), without the prior written consent of GES. GES INFORMATION includes, but is not limited to, business plans, marketing information, cost estimates, forecasts, bid and proposal data, financial data, formulae, compositions, products, processes, procedures, inventions, systems, or designs. SELLER shall maintain data protection processes and systems sufficient to adequately protect GES

information and comply with any law or regulation applicable to such information.

(b) Prior to commencement of Work, SELLER shall have a written agreement with each of its employees performing services hereunder sufficient to enable SELLER to comply with this Clause.

(c) GES INFORMATION provided to SELLER remains the property of GES. Within thirty (30) days of the expiration or termination of this Contract or upon the request of GES, SELLER shall return or certify the destruction of all GES INFORMATION and any reproductions, and SELLER shall promptly surrender all information or proprietary data developed by SELLER in performance of this Contract, unless its retention is authorized in writing by GES.

(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

22.0 INFORMATION OF SELLER

SELLER shall not provide any proprietary information to GES without prior execution of a proprietary information agreement by the parties.

SELLER shall ensure the adequacy of requirements prior to their communication to the external provider. SELLER shall communicate to external providers its requirements for ensuring that persons are aware of their contribution to product or service conformity; their contribution to product safety; the importance of ethical behavior; and compliance any other provision contained in this Contract.

23.0 INSURANCE

In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of GES or its customers for any reason in connection with this Contract then SELLER and its subcontractors shall maintain for the performance of this Contract workers

compensation, commercial general liability (CGL) and automobile liability (AL) (third party bodily injury and property damage liability) insurance with a minimum of \$1,000,000 per occurrence limit and such other insurance as GES may require. SELLER shall provide GES thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name GES as an additional insured to the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide GES with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of GES and is not contributory with any insurance which GES may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Contract. SELLER shall defend, indemnify and hold harmless GES, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorney's fees, all expenses of litigation and/or settlement, and court costs, by reason of

property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors.

24.0 INTELLECTUAL PROPERTY

(a) SELLER assigns, conveys and transfers to GES without any further consideration each and every invention, discovery, improvement, mask works, and patent relating to the Work, conceived, developed, or generated in performance of this Contract, and upon request shall execute any required papers and furnish all reasonable assistance to GES to vest all right, title and interest in such inventions, discoveries, improvements, mask works, and patents in GES.

(b) All data, copyrights, reports, and works of authorship developed in performance of this Contract shall be the sole property of GES, shall be used by SELLER solely in work for GES. To the extent that any of the deliverable items may not, by operation of law, be works made for hire, SELLER hereby assigns to GES the ownership of copyright in the deliverable items and GES shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection which may be available in the deliverable items. SELLER agrees to give GES or its designees all assistance reasonably required to perfect such rights.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by GES pursuant to this or a previous agreement with SELLER,

SELLER grants to GES an irrevocable, nonexclusive, worldwide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) Items delivered under this Contract such as operation and maintenance manuals shall be delivered with the right to copy for internal use and/or copy and deliver with the right to use to GES's customers.

(e) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to GES pursuant to this Contract shall become the sole property of GES.

(f) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless GES and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable attorney's fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

25.0 INDEMNIFICATION

SELLER agrees to indemnify and hold GES harmless from all losses, costs, claims, suits, causes of action, damages, liabilities, and expenses, including without limitation, court costs and attorneys' fees, arising out of or related to: (a) SELLER's breach any express or implied warranty; (b) SELLER's breach of contract; (c) the negligent or willful acts of SELLER, its agents or representatives; or (d) any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

26.0 LIMITATION OF LIABILITY

GES's liability to SELLER shall not exceed the total amount paid under this Contract. UNDER NO CIRCUMSTANCES SHALL GES BE LIABLE UNDER THIS CONTRACT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

27.0 PAYMENTS, TAXES, ETC.

Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) GES's receipt of SELLER's proper invoice; (2) scheduled completion of performance date of the Work; or (3) actual completion of performance of the Work. Each payment made shall be subject to reduction to the extent of amounts which are found by GES or SELLER not to have been properly payable and shall also be subject to reduction for overpayments. SELLER shall promptly notify GES of any such overpayments found by SELLER. GES shall have a right of setoff against payments due or at issue under this Contract or any other Contract between the parties. Payment shall be deemed to have been made as of the date of mailing GES's payment or electronic funds transfer. Unless otherwise specified, prices include all applicable federal, state, and local taxes, duties, tariffs, similar fees imposed by any government, and shipping costs, all of which shall be listed separately on the invoice. SELLER agrees to submit upon the request of GES's Procurement Representative a release of claims upon final payment under this Contract. SELLER's pricing listed in a Contract may not be revised by SELLER for any reason without GES's prior written consent.

28.0 PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) these Terms and Conditions; (3) Federal Acquisition Regulation ("FAR") clauses, and FAR supplement clauses, attached hereto (subject to Paragraph 40); and (4) the Specifications and/or Statement of Work.

29.0 RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of GES. SELLER shall not use GES's trademark

or logo, in whatever shape or form, without the prior written consent of GES.

30.0 SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

31.0 STOP WORK

SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from GES, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage. Within such period, GES shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

32.0 NON-CONFORMANCE

SELLER must inform GES of non-conforming Work immediately upon discovery, including any latent defects in Work already delivered. If SELLER fails to make delivery in accordance with the agreed upon date, or fails to comply with any of the Contract instructions, terms, or conditions, GES may: agree to revise the delivery date, accept equitable financial or other compensation from SELLER therefore, or terminate this Contract or the undelivered portion in accordance with the "Default" provision. GES's rights and remedies under this clause are not exclusive and are in addition to any other rights and remedies available to GES at law or in equity. None of the following shall be regarded as an extension, waiver, or abandonment of delivery or as a waiver of GES's right to terminate this Contract in accordance with the provisions hereof: (i) GES's delay in terminating this Contract; or (ii) GES's acceptance or approval of SELLER's sample supplies. If GES renders assistance to SELLER under this Contract or accepts any delinquent supplies or services, such action will be solely for mitigating damages and is not to be construed as an intention on GES's part to condone delinquency or as a waiver of any of GES's rights. Failure of GES to insist on performance of any provision of this Contract shall not be construed as a waiver of that provision in any later instance. Discovery of non-conforming Work may also result in removal of the SELLER from an approved seller list.

33.0 SURVIVABILITY

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in this Contract for the following clauses: Applicable Laws, Counterfeit Work, Disputes, Electronic Contracting, Export Control, Independent Contractor Relationship, Information of GES, Insurance, Records, Release of Information, and any and all U. S. Government flow down provisions that by their nature should survive.

34.0 TERMINATION FOR CONVENIENCE

GES reserves the right to terminate this Contract, or any part hereof, for its convenience. GES shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. In the event of such termination, SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of GES using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided. In no event shall GES be liable for lost or anticipated profits, or unabsorbed indirect costs or overheads. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination. SELLER shall continue all Work not terminated.

35.0 TIMELY PERFORMANCE

SELLER's timely performance is a critical element of this Contract. SELLER's failure to timely perform in accordance with the delivery schedule of this Contract shall constitute a default. If SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify GES, in writing, giving pertinent details. This notification shall not change any delivery schedule.

36.0 TRAVEL COSTS

All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by GES unless such travel is expressly authorized in writing in advance by GES's Procurement Representative. When travel is authorized under this Contract, SELLER shall be reimbursed only for necessary, reasonable, and actual travel expenses for transportation, lodging, meals and incidental expenses only to the extent that they do not exceed the maximum per diem rate in effect at the time of travel, as set forth in the United States Federal Travel Regulations for the area of travel authorized under this Contract. Air travel shall be reimbursed for coach class only. Lodging expenses are reimbursable only where incurred from establishments serving the general public. SELLER shall provide a detailed summary of all such costs by category of expense with each invoice. SELLER shall provide a legible receipt for each claimed individual expense exceeding \$75.00.

37.0 WAIVERS, APPROVALS, AND REMEDIES

Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law. GES's approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract. The rights and remedies of either party in this Contract are cumulative and in addition to any other rights and remedies provided by law or in equity.

38.0 EQUIPMENT LIFE SUPPORT

SELLER agrees to maintain, in good working order, any leased equipment supplied by this Contract. SELLER also agrees to furnish, when ordered by GES, any necessary supporting service for any purchased equipment supplied. This includes, but is not limited to, spare parts, hardware and software maintenance services, equipment modifications, update bulletins, etc., for the normal useful life of such equipment. This clause shall apply when such support services are necessary and applicable to the equipment furnished.

39.0 PACKAGING AND SHIPPING

Any goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of GES, and in all cases, to comply with carrier's regulations. All charges for packing, crating and transportation are included in the price for the goods set forth herein and will be paid by SELLER. A Packing List shall accompany each box or package shipment showing the order number specified hereon as well as the item number and a description of the goods. In the event that no such Packing List accompanies any shipment, the count, weight or other measure of GES shall be final and conclusive. GES shall not be obligated to accept any shipments in excess of the ordered quantity and any excess or advance shipments may be returned to SELLER at SELLER's expense.

40.0 WARRANTY

(a) SELLER warrants that it is and shall remain free of any obligation or restriction which would interfere with or be inconsistent with or present a conflict of interest concerning the Work to be furnished by SELLER under this Contract.

(b) SELLER warrants that it will perform the services under this Contract with the degree of high professional skill and sound practices and judgment which is normally exercised by recognized professional firms with respect to services of a similar nature.

(c) SELLER warrants that the charges for the supplies and services specified in this order do not exceed the current selling prices for the same or similar items, whether sold to the Government or to any other purchaser, taking into account the quantity purchased and conditions of sale. SELLER further states that to the best of its knowledge and belief, the prices charged GES for the supplies and services are not in excess of prices permitted by any applicable law or regulation. SELLER agrees to refund any amounts paid by GES in excess of the current selling price or lawful charges. SELLER further agrees that in the event of an announced price reduction before shipment of supplies specified herein, the reduction shall be passed on to GES.

(d) SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship. This warranty shall begin upon final acceptance and extend for a period of one (1) year. If any non-conforming Work is identified within the warranty period, SELLER, at GES's option, shall promptly repair, replace, or reperform the Work. Transportation of replacement Work, return of non-conforming Work, and re

performance of Work shall be at SELLER's expense. If repair, or replacement, or reperformance of Work is not timely, GES may elect to return, reperform, repair, replace, or reprocure the Work at SELLER's expense. All warranties shall run to GES and its customers.